REMARKS

The final Office action of May 25, 2011 and the Advisory Action of August 19, 2011 have been received and reviewed. All claims stand rejected. Reconsideration is respectfully requested.

The copy of the Advisory Action provided the applicants and recorded on PAIR is incomplete. Only the first page of the Detailed Action was provided. The applicants request that the entire document be made available to them, and reserve their right to supplement and/or change this response in view of the comments therein.

A. Amendments:

Clarifying amendments are to be made to the application as previously set forth. All amendments are made without prejudice or disclaimer. The amendments to the independent claim merely simplify their preambles. The proposed amendments do not add new matter or raise new issues.

B. 35 U.S.C §103

The claims are specifically directed to a computerized method for administering an insurance program that resolves a long-felt, but unresolved need, *i.e.*, a way to help a separating couple address some of the financial issues arising from the separation. The claims all stand finally rejected under 35 U.S.C. §103.

Since the publication of the applicants' patent application (*i.e.*, US 20030074231 on April 17, 2003), many patent applications have been filed directed to marriage insurance (or "divorce insurance") and much has been written concerning the concept of "marriage insurance," especially recently. Furthermore, at least one company, SafeGuard Guaranty Corporation, has subsequently even begun offering "WedLock Divorce Insurance" to the public (www.wedlockdivorceinsurance.com).

Publications of patent applications referring to "divorce insurance" include, e.g., US 20090265192, US 20090063199, US 20070027724 (to John Logan, presumably the Chairman and CEO of SafeGuard Guaranty associated with aforementioned "WedLock Divorce

Insurance"), US 20040210460, US 20030200124, and US 20060155588. As applicants understand the situation, the applicants' published patent application has been the primary prior art reference used by the Office to reject these other patent applications and many of them (if not all) have been subsequently abandoned.

Articles discussing "marriage insurance" or "divorce insurance" have, within the past few years, been published by the *New York Times* (http://bucks.blogs.nytimes.com/2010/08/06/divorce-insurance-yes-divorce-insurance/), by *Time* (http://www.time.com/time/magazine/article/0,9171,2015772,00.html), and, just this month, by both the *Economist* (http://www.economist.com/node/21525426, submitted herewith) and the *Financial Times* (http://www.ft.com/cms/s/0/adb04ebe-bd09-11e0-bdb1-00144feabdc0.html#axzz1VVeFe2qt, submitted herewith). Marriage insurance is an idea whose time has come and the concept of which is being accepted by the public. There have been other articles by Bankrate.com (http://www.bankrate.com/financing/insurance/divorce-insurance-anyone/) and others such as Wikipedia (http://en.wikipedia.org/wiki/Divorce_insurance).

Reading these articles and especially the comments to the referenced articles, one will notice quite of bit of "skepticism by experts" and "praise by others," particularly people who have undergone a divorce without the benefit of applicants' invention. (See, e.g., the comments of Dr. Derek Ball in http://abclocal.go.com/kabc/story?section=news/bizarre&id=7657391). Of course, both "skepticism by experts" and "praise by others" are secondary considerations supporting a finding of non-obviousness.

SafeGuard is showing that offering a form of marriage insurance may be commercially feasible.

With respect to the commercial offering(s) of marriage insurance, besides SafeGuard Guaranty Corporation, there was at least one other company who tried to offer "marriage insurance," but it reportedly closed after

> John Logan of Apex, N.C., said he filed a consumer-fraud complaint with the state last month, after talking to Eniwaye by phone and inquiring about his site and marriage-insurance policies.

See, e.g., http://weblogs.sun-

sentinel.com/news/specials/weirdflorida/blog/2009/07/reports_the_daytona_beach_news_1.html, submitted herewith.

Clearly, whether or not one agrees with or accepts the concept of marriage insurance, the fact remains that reportedly about one-half of all families in the United States fall below the poverty line after a divorce. Having even a modest insurance policy to offset the cost of legal fees, moving, educating a former partner, paying health and life insurance premiums would help keep some families and their children out of poverty and bankruptcy and meet the long-felt need.

Turning now to the specific rejections.

Claim 9 is rejected under 35 U.S.C. §103(a) as assertedly being unpatentable over DuBroff "Divorce Insurance", *Barrister* 3, pp. 16, 45-47 (1976), U.S. Patent 4,839,804 to Roberts et al., Golden (Golden "Breaking Up Without Going Broke", Boston Globe, March 10, 1996), and Malveaux (Premarital 'insurance.' - prenuptial and cohabitation agreements). The applicants respectfully traverse the rejection.

The Office finds (Final Office action, p. 3) that,

> As per claim 9 of the instant application, DuBroff teaches a method of providing insurance ..., comprising:
> (a) collecting data from a couple at the time of marriage (reads on 'two ... persons entering into a cohabitation agreement') (page 45 column 2 paragraph 2); [and]
> (b) calculating various data required for insurance (page 47 column 2-3),

but that

> DuBroff does not teach: entering the data into a computer.

Applicants agree that DuBroff does not teach entering data into a computer. Applicants respectfully disagree with the other findings attributed to DuBroff in the final Office action.

First, page 45, column 2, paragraph 2 of DuBroff is not discerned as disclosing anything about "collecting data" from an unmarried couple. In contrast, the cited paragraph recites:

> Such "insurance" - the family security guarantee plan - would be initiated at the time of marriage and used in the event of divorce to help provide a breathing period for both spouses to work out the future. Through periodic payments made over the course of the first few years after divorce, it would provide temporary minimal child support. It could insure our children from becoming public charges, save our unemployable divorcees from hasty

> remarriages, keep our middle income marriage casualties from the poverty rolls. Further, it could protect our guilt-ridden fathers from avoiding the children because of delinquent payments. It could eliminate the family court support and non-support hostilities that cause relationships of an entire family - including the children - to deteriorate. It could even help the father who gets custody of the children and must provide household care while he works.

Clarification is thus respectfully requested as to the Office's citations.

Second, page 47, columns 2-3 of DuBroff do not appear to relate to "calculating various data required for insurance". In contrast, the cited paragraph recites:

> As I've shown, the need for some type of divorce insurance is acute. Divorce insurance, family support insurance, child welfare insurance - whatever you like to call it - is an idea whose time has come. It's now up to the actuaries, the insurance plan executives, the bankers and the far sighted lawyers among us who are concerned with helping families - even divorced families - live in continuity, dignity and security. It's up to us to press for a workable plan.

Clarification is thus respectfully requested as to the Office's citations.

Third, as previously discussed during the prosecution hereof, claim 9 is directed to the situation wherein an unmarried couple enters into a cohabitation agreement (*e.g.*, a civil union between same sex couples). (See, also, Office action, pp. 4-5). The disclosure of DuBroff appears to be limited to divorces between married couples and does not teach the claimed contractual relationships.

Applicants agree that U.S. Patent 4,839,804 to Roberts discloses entering insurance application data into a computer for processing.

According to the Office (Office action, p. 3),

> DuBroff further teaches:
> (c) calculating a premium (page 46 column 3 paragraph 3), wherein the insurance policy payouts to cover the costs (reads on 'at least some financial consequences') incurred in a divorce (reads on 'untimely ending of a cohabitation agreement') (page 16).
> DuBroff does not teach:
> calculating, with the computer.

Although Applicants agree that DuBroff does not teach calculating with the computer, Applicants respectfully disagree with the other findings attributed to DuBroff in the final Office

action. Specifically, the cited paragraph (*i.e.*, at page 46, column 3, paragraph 3) recites:

> If the [divorce insurance policy] were made mandatory for all married people (or all who have children), it could be administered like social security, with painless deductions taken from each applicable wage-earner's paycheck. (Thus, when both husband and wife work, both would be expected to contribute – a factor which should make such an insurance policy even more palatable.)

or (if the applicants misunderstood the specific citation):

> Another plan that has been suggested is a voluntary short-term trust with no withdrawal privileges, to be set up for the children and/or needy spouse; the government would add incentive in the form of tax deductions for both the principal and the interest.

Again, the cited portion of DuBroff is not believed to disclose "calculating . . . a periodic amount to be charged a prospective participant for insurance covering at least some financial consequences of the untimely ending of a cohabitation agreement between the two or more [unmarried] natural persons". Clarification as to the citation is again respectfully requested.

Again, as previously discussed, claim 9 is directed to the situation of a cohabitation agreement between unmarried persons, and the disclosure of DuBroff is limited to divorces between married couples.

Applicants agree that Roberts teaches using a computer to determine the amount of an insurance premium.

According to the Office (Office action, p. 4),

> DuBroff further teaches:
> (d) charging the premium amount (page 46 column 3 paragraph 3); [and]
> (e) providing payout in case of divorce (page 16 and throughout).
>
> DuBroff does not teach:
> administering the insurance program with the computer.

Applicants agree that DuBroff does not teach administering an insurance program with a computer. Applicants further agree that DuBroff discloses taking deductions for "the program" from each applicable wage-earner's paycheck.

Applicants respectfully disagree with the other finding attributed to DuBroff in the final Office action. First, as previously discussed, divorce of a married couple is different than the

separation of an unmarried couple living under a cohabitation agreement between unmarried persons. DuBroff recognizes this difference by, for example, stating "An insurance company might offer a major casualty insurance program, with regular payments, payable only in the event of a legal divorce decree." (DuBroff, p. 45, col. 2, 2nd full paragraph, emphasis added). DuBroff even "teaches away" from an insurance policy for unmarried couples, by stating "Some insurance companies fear that financially distressed couples might divorce and live [together] out of wedlock to obtain their benefits." (Id., p. 45, col. 3, 1st full paragraph, emphasis added). In contrast, the method of claim 9 specifically provides insurance for unmarried couples living under such circumstances who decide it is best to split up.

Second, as previously pointed out during the prosecution hereof, the applicants respectfully submit that the divorce insurance policy aspect of DuBroff "pays out" child support or maintenance payments, not the specifically identified items of claim 9. DuBroff's divorce insurance policy is provided as "a way of insuring that children of divorce will get at least minimal monetary support" (DuBroff, p. 16) by "creat[ing] a fund that would cushion child support payments provide temporary maintenance until both spouses are fully self-supporting" (Id., p. 45, col. 2, 1st paragraph). Specifically the "insurance" of DuBroff

> "provide[s] temporary minimal child support. It could insure our children from becoming public charges, save our unemployable divorcees from hasty remarriages, keep our middle-income marriage casualties from the poverty rolls. Further it could protect our guilt-ridden father from avoiding the children because of delinquent payments. It could eliminate the family court support and non-support hostilities that cause relationships of an entire family – including the children – to deteriorate. It could even help the father who gets custody of the children and must provide household care while he works."
>
> (Id., col. 2, first full paragraph, emphasis added).

This is confirmed later on in DuBroff where it is stated that

> If the [divorce insurance policy] were made mandatory for all married people (or all [married people] who have children), it could be administered like social security, with painless deductions taken from each applicable wage-earner's paycheck. (Thus, when both husband and wife work, both would be expected to contribute – a factor which should make such an insurance policy even more palatable.)

(Id., p. 46, col. 3, 2nd full paragraph, emphasis added).

Why would a married couple who do not have children want to pay the child support insurance of DuBroff?

And further, DuBroff points out that

> Actually, a rider can even now be attached to any existing life insurance policy stipulating that its cash surrender value be paid, in the event of a divorce, over a limited time period and solely for child support. A stipulation could be made in the rider that the payments be distributed only to the custodial parent, or to a guardian named in the rider or appointed by the court in the event of divorce.

(Id., p. 46, col. 3, last paragraph, emphasis added).

Not only is this "solely for child support", but one only pays the child support payments to the children's guardian.

Applicants agree that Roberts et al. discloses using a computer to administer an insurance policy to provide automated payout.

According to the Office (Office action, p. 4),

> DuBroff does not explicitly teach:
>
> wherein the two or more natural persons entering into a cohabitation agreement are unmarried.

But, the Office found that DuBroff teaches providing the insurance coverage to unmarried people who have children citing page 46, column 3, paragraph 2. Applicants respectfully disagree with this interpretation of the reference and finding. The cited paragraph in its entirety is as follows:

> If the [divorce insurance policy] were made mandatory for all married people (or all who have children), it could be administered like social security, with painless deductions taken from each applicable wage-earner's paycheck. (Thus, when both husband and wife work, both would be expected to contribute – a factor which should make such an insurance policy even more palatable.)

(Id., p. 46, col. 3, 2nd full paragraph, emphasis added).

It is respectfully contended that reading this paragraph "as a whole," the only reasonable

interpretation is that DuBroff was stating that the divorce insurance policy should be mandatory for at least "all [married people] who have children." The previous "all" referred specifically to "all married people". The rest of the paragraph specifically talks about husbands and wives, who are by definition married. See, MPEP § 2141.02(VI) ("A prior art reference must be considered in its entirety, *i.e.*, as a whole, including portions that would lead away from the claimed invention.") (Emphasis in original).

The Office then finds that Golden teaches providing coverage to unmarried couples, citing page 2, paragraph 17. As the finding is understood, Applicants respectfully disagree. As previously discussed during the prosecution of the instant application however, Golden is directed actually to "legal insurance" that happens to cover the legal fees associated with divorce (see, e.g., page 2, ¶¶ 11-15 of Golden). There is no disclosure in Golden of coverage of "financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a former partner's education, health insurance premiums, life insurance premiums, and combinations of any thereof" as required by the claim

Applicants agree that Roberts teaches using a computer to administer an insurance policy to provide an automated payout.

DuBroff however explicitly teaches away from the combination proposed by the Office by its teaching that "An insurance company might offer a major casualty insurance program, with regular payments, payable only in the event of a legal divorce decree." (DuBroff, p. 45, col. 2, 2nd full paragraph, emphasis added). A legal divorce decree can only be issued to people who were married. DuBroff further provides that "Some insurance companies fear that financially distressed couples might divorce and live [together] out of wedlock to obtain their benefits." (Id., p. 45, col. 3, 1st full paragraph, emphasis added)). In contrast, the method of claim 9 specifically provides for insurance under such circumstances.

At the time the invention was made, one of ordinary skill in the art would not have combined the teachings of DuBroff and Golden as suggested by the Office. DuBroff specifically teaches against providing insurance to unmarried people. Furthermore, reading DuBroff, there could have been no reasonable expectation of success in providing such services to unmarried people who are entering into a cohabitation agreement between married persons as is required by

claim 9.

On page 5 of the Office action, it was found that "DuBroff further teaches providing monetary payments for any use (page 45 column 2 paragraph 2)." Applicants respectfully disagree. As previously identified, the cited paragraph reads as follows:

> Such "insurance" - the family security guarantee plan - would be initiated at the time of marriage and used in the event of divorce to help provide a breathing period for both spouses to work out the future. Through periodic payments made over the course of the first few years after divorce, it would provide temporary minimal child support. It could insure our children from becoming public charges, save our unemployable divorcees from hasty remarriages, keep our middle income marriage casualties from the poverty rolls. Further, it could protect our guilt-ridden fathers from avoiding the children because of delinquent payments. It could eliminate the family court support and non-support hostilities that cause relationships of an entire family - including the children - to deteriorate. It could even help the father who gets custody of the children and must provide household care while he works.

As applicants read the cited paragraph, it is pretty squarely directed to child support issues, not the specific elements of claim 9. Clarification is thus requested.

Applicants agree that "DuBroff does not specifically teach using the money to pay legal fees as well as paying for a former partner's education."

On page 5 of the Office action, it was further found that "Malveaux also suggests recouping the cost of funding a former partner's law school (page 2 paragraph 1)." The applicants respectfully point out that the cited portion of Malveaux specifically relates only to "marriage agreements" and "spouses" not to unmarried people who are entering into a cohabitation agreement.

Again, there would be no reason to go against the teaching of the primary reference, DuBroff, and offer such a service to unmarried people. Claim 9 is not obvious. See, MPEP § 2145(X)(D)(3) ("The totality of the prior art must be considered, and proceeding contrary to accepted wisdom in the art is evidence of nonobviousness.")

In contrast, however, the Office's argument is that if one were to first supplement DuBroff beyond its literal and reasonable disclosure, then combine the thus supplemented disclosure of DuBroff with Golden (to provide legal fee coverage and expand DuBroff, against

its teachings, to include unmarried people), then expand that combined and supplemented coverage with an again revised version of Malveaux, and computerize the whole thing as per Roberts, one would arrive at the claimed invention. Applicants respectfully disagree. Such a combination could only be put together with impermissible hindsight. The reason that would have prompted the proposed combination and the reasonable expectation of success must be found in the prior art, common knowledge, or the nature of the problem itself, and not based upon the applicants' disclosure as is apparently being done in this case. MPEP § 2144. Furthermore, no reason existed to combine the references as done by the Office in this rejection, especially where the references (e.g., DuBroff) teach away from their combination. The rejection should be withdrawn. MPEP § 2145(X)(D)(2).

Claims 1-8, 10-16, and 18-19 are rejected under 35 U.S.C. § 103(a) as being unpatentable over DuBroff, Roberts, Golden, and Grande (The Proper Use of Insurance, mailed 04/01/2010). The applicants respectfully traverse the rejections.

On page 6 of the Office action, it is asserted that

> As per claim 12, DuBroff teaches a method of providing insurance (reads on "doing business") (page 16), comprising:
> (a) collecting data from a couple at the time of marriage (reads on "two ... persons entering into a contractual relationship") (page 45 column 2 paragraph 2);
> (b) calculating various data required for insurance (page 47 column 2-3).
> DuBroff does not teach: entering the data into the computer.

Applicants agree that DuBroff does not teach entering data into a computer. Applicants respectfully disagree with the other findings attributed to DuBroff in the final Office action.

First, page 45, column 2, paragraph 2 of DuBroff is not discerned as disclosing anything about "collecting data" from a couple. Specifically, the cited paragraph recites:

> Such "insurance" - the family security guarantee plan - would be initiated at the time of marriage and used in the event of divorce to help provide a breathing period for both spouses to work out the future. Through periodic payments made over the course of the first few years after divorce, it would provide temporary minimal child support. It could insure our children from becoming public charges, save our unemployable divorcees from hasty remarriages, keep our middle income marriage casualties from the poverty rolls. Further, it could protect our guilt-ridden fathers from avoiding the children

> because of delinquent payments. It could eliminate the family court support and non-support hostilities that cause relationships of an entire family - including the children - to deteriorate. It could even help the father who gets custody of the children and must provide household care while he works.

Clarification is thus respectfully requested as to the Office's citations.

Second, page 47, columns 2-3 of DuBroff do not appear to relate to "calculating various data required for insurance". Specifically, the cited paragraph recites:

> As I've shown, the need for some type of divorce insurance is acute. Divorce insurance, family support insurance, child welfare insurance - whatever you like to call it - is an idea whose time has come. It's now up to the actuaries, the insurance plan executives, the bankers and the far the sighted lawyers among us who are concerned with helping families - even divorced families - live in continuity, dignity and security. It's up to us to press for a workable plan.

Clarification is thus respectfully requested as to the Office's citations.

Applicants agree that U.S. Patent 4,839,804 to Roberts discloses entering insurance application data into a computer for processing.

The Office goes to find that DuBroff further teaches:

> (c) calculating a premium (page 46 column 3 paragraph 3), wherein the insurance policy payouts to cover the costs (reads on 'at least some financial consequences') incurred in a divorce (reads on 'untimely ending of a cohabitation agreement') (page 16).
>
> DuBroff does not teach:
>
> calculating, with the computer.

Although Applicants agree that DuBroff does not teach calculating with the computer, Applicants respectfully disagree with the other findings attributed to DuBroff in the final Office action. Specifically, the cited paragraph (*i.e.*, at page 46, column 3, paragraph 3) recites:

> If the [divorce insurance policy] were made mandatory for all married people (or all who have children), it could be administered like social security, with painless deductions taken from each applicable wage-earner's paycheck. (Thus, when both husband and wife work, both would be expected to contribute – a factor which should make such an insurance policy even more palatable.)

or (if the applicants misunderstood the citation)

> Another plan that has been suggested is a voluntary short-term trust with

> no withdrawal privileges, to be set up for the children and/or needy spouse; the government would add incentive in the form of tax deductions for both the principal and the interest.

Again, the cited portion of DuBroff is not believed to disclose "calculating . . . a periodic amount to be charged a prospective participant for insurance covering at least some financial consequences of the untimely ending of a cohabitation agreement between the two or more natural persons". Clarification as to the citation is again respectfully requested.

DuBroff and Roberts do not teach:

> insurance covering at least some financial consequences in addition to legal fees of the untimely ending of a contractual relationship between the two or more natural persons.

Then the Office asserts that "Golden teaches paying for legal fees in case of divorce (page 2 paragraph 15)." As previously discussed however, Golden is directed actually to "legal insurance" that happens to include coverage for legal fees associated with divorce (see, e.g., page 2, ¶¶ 11-15 of Golden). There is no disclosure in Golden of coverage of "financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a former partner's education, health insurance premiums, life insurance premiums, and combinations of any thereof" as required by the claims.

According to the Office (Office action, p. 7),

> DuBroff further teaches:
> (d) charging the premium amount (page 46 column 3 paragraph 3); [and]
> (e) providing payout in case of divorce (page 16 and throughout).
> DuBroff does not teach:
> administering the insurance program with the computer.

Applicants agree that DuBroff does not teach administering the insurance program with a computer. Applicants further agree that DuBroff discloses taking deductions for "the program" from each applicable wage-earner's paycheck.

Applicants respectfully disagree with the other finding attributed to DuBroff in the final Office action. As previously pointed out during the prosecution hereof, the applicants respectfully submit that the divorce insurance policy aspect of DuBroff "pays out" child support payments, not the specifically identified items of claim 12. DuBroff's divorce insurance policy is

provided as "a way of insuring that children of divorce will get at least minimal monetary support" (DuBroff, p. 16) by "creat[ing] a fund that would cushion child support payments provide temporary maintenance until both spouses are fully self-supporting" (Id., p. 45, col. 2, 1st paragraph). Specifically the "insurance" of DuBroff

> provide[s] temporary minimal child support. It could insure our children from becoming public charges, save our unemployable divorcees from hasty remarriages, keep our middle-income marriage casualties from the poverty rolls. Further it could protect our guilt-ridden father from avoiding the children because of delinquent payments. It could eliminate the family court support and non-support hostilities that cause relationships of an entire family – including the children – to deteriorate. It could even help the father who gets custody of the children and must provide household care while he works.
>
> (Id., col. 2, first full paragraph, emphasis added).

And further, DuBroff points out that

> Actually, a rider can even now be attached to any existing life insurance policy stipulating that its cash surrender value be paid, in the event of a divorce, over a limited time period and solely for child support. A stipulation could be made in the rider that the payments be distributed only to the custodial parent, or to a guardian named in the rider or appointed by the court in the event of divorce.
>
> (Id., p. 46, col. 3, last paragraph, emphasis added).

Not only is this "solely for child support", but one only pays the child support payments to the children's guardian.

Applicants agree that Roberts et al. discloses a computer using a computer to administer an insurance policy to provide automated payout.

DuBroff, Roberts, and Golden do not teach:

> wherein the financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a former partner's education, health insurance premiums, life insurance premiums, and combinations of any thereof.

The Office found, in "DuBroff, the insurance payout may be used by the beneficiary for any purpose, including maintaining a household (page 45 and throughout)." (Office Action, p. 8). Applicants respectfully disagree and dispute this finding. Reviewing page 45 of DuBroff,

one sees mention of "child support," "Aid to Families with Dependent Children," "child-welfare recipient families," "support payments," "support orders," "paying for the children of divorce," "creat[ing] a fund to cushion child support payments and provide temporary maintenance," "minimal child support," and so forth. No mention is made of support or maintenance separate from children, let alone "moving costs, a former partner's education, health insurance premiums, life insurance premiums, and combinations of any thereof" as required by the claim.

The only disclosure of DuBroff of which the applicants are aware in this regard is in DuBroff's statement at page 46, columns 2-3, that "convertible bonds that would be returned in a number of small payments only in the event of a divorce or at some predetermined milestone [e.g.,] at the 25th anniversary" could "provide money for a well-earned vacation trip." But this is specifically identified by DuBroff as "another way to provide support insurance" and not part of an insurance program as envisioned by claim 12.

The Office found that "Golden teaches providing divorce insurance to pay for legal fees (page 2, paragraphs 15- 16)." (Office Action, p. 8). Applicants respectfully disagree and dispute this finding. As previously shown, Golden merely teaches providing legal insurance coverage for incidents that incur legal fees, such as divorce.

The Office found that "Grande teaches that upon divorce, health and life insurance premiums must be paid as part of the divorce settlement (pages 652-653)." (Office Action, p. 8). Applicants respectfully disagree and dispute this finding. The cited portion of Grande actually states that under some circumstances after divorce of a couple, the divorce decree may require some health insurance coverage of the non-working spouse and the life insurance situation should be adjusted accordingly.

Grande is still after the fact triage, not prophylaxis for the event as is envisioned by the applicants' claim 12. Furthermore, Grande discloses that "a separate [health insurance] policy for the spouse will have to be obtained." And, "if the employee continues on his group plan and has to buy single coverage for the spouse, the cost of double coverage will be very high." Similar problems are identified for life insurance. These exact problems however are addressed and overcome by applicants' claimed invention.

The Office's argument is that if one were to first supplement DuBroff beyond what it

reasonably discloses, then combine the "supplemented" disclosure of DuBroff with Golden (to provide legal fee coverage), then expand that combined and supplemented coverage with Grande, and computerize the whole thing as per Roberts, one would arrive at the method of claim 12. Applicants respectfully disagree, and submit that such a combination could only be put together with impermissible hindsight.

The Office argues that the reason for doing so would be to provide health and life insurance coverage to divorced people. However, as shown by Grande, such is already done by way of a divorce decree. Thus, no reason existed to combine the references as done by the Office in this rejection.

The Office found that "As per claim 1, DuBroff suggests providing payouts to people who are married or have children (page 46 column 3 paragraph 2)." (Office action, p. 8). Applicants respectfully disagree and dispute this finding. Such payouts of DuBroff are to the custodial parent after a divorce and the payments provide for the support and maintenance of the children of the divorced couple. DuBroff, supra.

The Office found that "Golden also teaches a married couple (reads on "living together") (paragraph 15). Gold[en] further explicitly teaches providing coverage to cohabiting couples (page 2 paragraph 17)." (Office Action, p. 8). Applicants respectfully disagree and dispute this finding to the extent it goes beyond Golden being directed to legal insurance that happens to cover the legal fees associated with an incident, such as a divorce.

With respect to claims 2 through 5, respectfully, Applicants agree (while preserving the reservations identified herein) that

"DuBroff teaches married couples (page 16 and throughout),"

"DuBroff teaches a married couple filing for divorce," and

"DuBroff teaches providing payment for child support." (Id.)

"DuBroff teaches combining the divorce insurance with other investment vehicles."

The Office also found however that "Golden also teaches that divorce insurance is offered as part of legal insurance (reads on "another contract") (paragraph 15)." (Office action, p. 9). Applicants respectfully disagree and dispute this finding to the extent it goes beyond Golden being directed to legal insurance that happens to also cover the legal fees associated with, *e.g.*, a

divorce.

With respect to claim 6, Applicants also agree (again while preserving the reservations identified herein) that "DuBroff teaches providing the money in case of no divorce (page 46 column 1 paragraph 1)." (Id.)

Although "DuBroff teaches an annuity plan" at page 46, column 1, paragraph 1, the annuity plan described therein relates to the payout of benefits to a couple who stayed together not "investment of the periodic payments" as required by claim 7.

Although "DuBroff teaches paying the divorced partner", that would appear irrelevant as to the "prospective participant" element of claim 8.

With respect to claim 10, Applicants also agree (again while preserving the reservations identified herein) that "DuBroff teaches requiring a blackout period." (Office action, p. 10).

With respect to claim 11, Applicants also agree (again while preserving the reservations identified herein) that "DuBroff teaches employers paying for . . . coverage." (Office action, p. 10).

With respect to claim 13, Applicants also agree (again while preserving the reservations identified herein) that "DuBroff teaches charging young couples higher premiums." (Id.)

Applicants also agree (again while preserving the reservations identified herein) that "As per claims 14-15, DuBroff does not explicitly teach adjusting the premium based on income." (Id.)

The Office goes on to find however that "DuBroff recognizes that young people may not have money (page 46 column 3 paragraph 5)." (Id.) Applicants respectfully disagree with and dispute this finding. The applicants have read the cited portion and could find no such assertion. Clarification is requested.

Applicants also agree (again while preserving the reservations identified herein) that "DuBroff teaches government subsidies (page 46 column 2 paragraph 2)." (Id.)

Applicants also agree (again while preserving the reservations identified herein) that "Gold[en] teaches that the government would pay the legal expenses for poor people."

The applicants dispute that this "(reads on "projected earnings") (paragraph 19)." (Id.) Such coverage, on it face, would specifically relate only to past earnings, which is clearly

distinguished by claims 14 and 15, which relate to projected (*i.e.*, **future**) earnings of the participant(s).

Applicants also respectfully submit that this rejection fails to establish a *prima facie* case of obviousness. To establish such a case, the prior art reference itself (or references when combined) or "the inferences and creative steps that a person of ordinary skill in the art would [have] employ[ed]" at the time of the invention must teach or suggest all of the claim elements. *K.S.R. Intern. Co. v. Teleflex Inc.*, 550 U.S. 398, 418, (2007); *see also* M.P.E.P. § 2143.03. The elements of claims 14 and 15 are clearly missing from the rejection.

With respect to claim 16, while Applicants agree (again while preserving the reservations identified herein) that "DuBroff teaches adjusting the premium after 5 years of marriage," the applicants dispute that such disclosure (reads on 'changed circumstances in that natural person's life')." (Office action, p. 11). As stated in the specification, such changed circumstances originate from the income or health of the participant. See, e.g., as-filed Specification, ¶ **[0022]** ("The amount charged a participant can be changed in view of changed circumstances in the lifestyle (e.g., income or health) of the participant. Other changed circumstances include inflation, deflation, educational achievement of the participant or the participant's spouse, birth of a child, death of a child, disability of a participant, disability of a spouse, return on investment of investments made with the periodic amounts, and any combination thereof.") See, also dependent claim 17.

With respect to claim 18, Applicants also agree (again while preserving the reservations identified herein) that "DuBroff teaches a premium," but that "DuBroff does not teach a monthly premium." (Id.)

The Office asserts that "Golden teaches a $15 monthly premium (page 2 paragraph 15)." Applicants respectfully disagree and dispute this finding to the extent it goes beyond Golden being directed to legal insurance that happens to cover the legal fees associated with, e.g., a divorce.

Although "DuBroff teaches an annuity plan," the annuity plan described therein relates to the payout of benefits to a couple who stayed together; not investing the periodic payments as part of administering the program as required by claim 19. Withdrawal of the rejection is thus requested.

Claim 17 stands rejected under 35 U.S.C. §103(a) as assertedly being unpatentable over DuBroff, Roberts, Golden, Grande, and Covert (US 2005/0038681). The applicants respectfully traverse the rejection.

Applicants agree (again while preserving the reservations identified herein) that "DuBroff, Roberts, Golden, and Grande do not teach 'disability of one or more of the natural persons.'" (Office Action, p. 11).

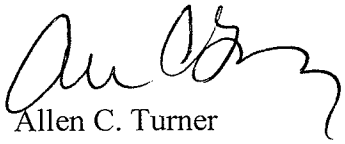
The Office asserts however that "Covert teaches providing insurance for the disability of a person (page 2, paragraph 0036)," and that "At the time the invention was made, it would have been obvious to one of ordinary skill in the art to include the teachings of Covert within the embodiment of DuBroff, Roberts, Golden, and Grande with the motivation of tailoring premiums to the characteristics of the participant."

Again, no reason for the combination appears to be set forth by the Office. Golden is not even as cited by the Office. The proposed combination itself could only be put together as a result of impermissible hindsight. The rejection should be withdrawn.

In view of the foregoing, all of the rejections should be withdrawn.

The application should be in condition for allowance. If questions remain after consideration of the foregoing, the Office is kindly requested to contact applicants' attorney at the address or telephone number given herein.

Respectfully submitted,



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Enclosure: Supplemental Information Disclosure Statement